



Rep. Martin J. Moylan

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09800HB4123ham001

LRB098 15679 HEP 57724 a

1 AMENDMENT TO HOUSE BILL 4123

2 AMENDMENT NO. _____. Amend House Bill 4123 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Mobile Home Landlord and Tenant Rights Act
5 is amended by changing Section 6, 6.5, 12, 18, and 21 and by
6 adding Sections 6.6 and 6.7 as follows:

7 (765 ILCS 745/6) (from Ch. 80, par. 206)

8 Sec. 6. Obligation of Park Owner to Offer Written Lease.
9 Except as provided in this Act, no person shall offer a mobile
10 home or lot for rent or sale in a mobile home park without
11 having first exhibited to the prospective tenant or purchaser a
12 copy of the lease applicable to the respective mobile home
13 park, unless the prospective tenant waives this right in
14 writing.

15 (a) The park owner shall be required, on a date before the
16 date on which the lease is signed, to offer to each present and

1 future tenant a written lease for a term of not less than 24
2 months, unless the prospective tenant waives that right and the
3 parties agree to a different term subject to existing leases
4 which shall be continued pursuant to their terms.

5 (b) Tenants in possession on the effective date of this Act
6 shall have 30 days after receipt of the offer for a written
7 lease within which to accept or reject such offer; during which
8 period, the rent may not be increased or any other terms and
9 conditions changed, except as permitted under this Act;
10 providing that if the tenant has not so elected he shall vacate
11 within the 30 day period.

12 (c) The park owner shall notify his tenants in writing not
13 later than 30 days after the effective date of this Act, that a
14 written lease shall be available to the tenant and that such
15 lease is being offered in compliance with and will conform to
16 the requirements of this Act.

17 (d) The park owner shall give 90 days' notice of any rent
18 increase and no rent increase shall go into effect until 90
19 days after the notice. Upon receipt of the notice of the rent
20 increase, a tenant shall have 30 days in which to accept or
21 reject the rent increase. If the tenant rejects the rent
22 increase, the tenant must notify the park owner of the date on
23 which the tenant will vacate the premises, which shall be a
24 date before the effective date of the rent increase.

25 (e) The park owner may provide for a specified rent
26 increase between the first and second years of the lease.

1 (f) The park owner may offer a month-to-month tenancy
2 agreement option to a tenant not wishing to make a long-term
3 commitment if the tenant signs a written statement
4 acknowledging that the park owner offered the tenant a longer
5 term lease but the tenant chose instead to agree to only a
6 month-to-month tenancy agreement. If the tenant declines to
7 sign either a lease or a statement acknowledging that a lease
8 was offered, the park owner shall sign and deliver to the
9 tenant a statement to that effect. Any month-to-month tenancy
10 agreement must provide a minimum of 90 days' notice to the
11 tenant before any rent increase is effective.

12 (g) A prospective tenant who executes a lease pursuant to
13 this Section may cancel the lease by notifying the park owner
14 in writing within 3 business days after the prospective
15 tenant's execution of the lease, unless the prospective tenant
16 waives in writing this right to cancel the lease or waives this
17 right by taking possession of the mobile home or the lot. The
18 park owner shall return any security deposit or rent paid by
19 the prospective tenant within 10 days after receiving the
20 written cancellation.

21 (h) The maximum amount that a park owner may recover as
22 damages for a tenant's early termination of a lease is the
23 amount due under the lease, less any offset or mitigation
24 through a re-lease.

25 (i) A tenant in possession of a mobile home or lot who is
26 not subject to a current lease on the effective date of this

1 amendatory Act of the 95th General Assembly shall be offered a
2 lease by the park owner within 90 days after the effective date
3 of this amendatory Act of the 95th General Assembly. Tenants in
4 possession on the effective date of this amendatory Act of the
5 95th General Assembly shall have 30 days after receipt of the
6 offer for a written lease within which to accept or reject the
7 offer, during which period the rent may not be increased or any
8 other terms and conditions changed, except as permitted under
9 this Act; provided that if the tenant has not so elected he or
10 she shall vacate within the 30-day period.

11 (j) A written lease or month-to-month tenancy agreement
12 under this Section is not terminated solely by:

13 (1) the filing by or against the park owner of a case
14 or proceeding under Title 11 of the United States Code;

15 (2) the entry of a judgment or order against the park
16 owner or involving the park property in a foreclosure
17 proceeding brought by a creditor of the park owner; or

18 (3) the foreclosure of a property tax lien on the park
19 property or sale of the park property for unpaid property
20 taxes pursuant to Section 21-75 of the Property Tax Code.

21 (Source: P.A. 95-383, eff. 1-1-08.)

22 (765 ILCS 745/6.5)

23 Sec. 6.5. Disclosure. A park owner must disclose in writing
24 the following with every lease or sale and upon renewal of a
25 lease of a mobile home or lot in a mobile home park:

1 (1) the rent charged for the mobile home or lot in the
2 past 5 years;

3 (2) the park owner's responsibilities with respect to
4 the mobile home or lot;

5 (3) information regarding any fees imposed in addition
6 to the base rent;

7 (4) information regarding late payments;

8 (5) information regarding any privilege tax that is
9 applicable;

10 (6) information regarding security deposits, including
11 the right to the return of security deposits and interest
12 as provided in Section 18 of this Act; ~~and~~

13 (7) information on a 3-year rent increase projection
14 which includes the 2 years of the lease and the year
15 immediately following. The basis for such rent increases
16 may be a fixed amount, a "not to exceed" amount, a formula,
17 an applicable index, or a combination of these
18 methodologies as elected by the park owner. These increases
19 may be in addition to all the non-controllable expenses
20 including, but not limited to, property taxes, government
21 assessments, utilities, and insurance; ~~and~~

22 (8) the name, address, and telephone number of the
23 community or park owner and any manager or designated agent
24 for the manufactured home community or mobile home park;

25 (9) if the community or park owner has business
26 headquarters off-site from the manufactured home community

1 or mobile home park, the name, address, and telephone
2 number of the community or park owner's business
3 headquarters;

4 (10) the nature of the park owner's affiliation, if
5 any, with the seller of any manufactured home that the
6 tenant is purchasing for use on the lot that the tenant is
7 to lease or the entity that is financing the purchase of
8 the home; and

9 (11) information contained in the notice required
10 under Section 6.7 of this Act.

11 The park owner must update the written disclosure at least
12 once per year. The park owner must advise tenants who are
13 renewing a lease of any changes in the disclosure from any
14 prior disclosure. Within 10 days after the sale of a
15 manufactured home community or mobile home park, the purchaser
16 must provide written notice to each homeowner of the name,
17 address, and telephone number of the new community or park
18 owner, the name, address, and telephone number of the community
19 or park owner's business headquarters, if located off-site from
20 the manufactured home community or mobile home park, and any
21 manager or designated agent for the manufactured home community
22 or mobile home park.

23 (Source: P.A. 95-383, eff. 1-1-08.)

24 (765 ILCS 745/6.6 new)

25 Sec. 6.6. Notice of bankruptcy or foreclosure proceedings.

1 (a) If a bankruptcy case is commenced by or against a park
2 owner by the filing of a voluntary or involuntary petition
3 under Title 11 of the United States Code, if a receiver is
4 appointed by a court of competent jurisdiction in a case filed
5 by or against a park owner, or if a foreclosure proceeding is
6 initiated against the park property by a creditor of the park
7 owner, the park owner shall provide written notice of the
8 commencement of the bankruptcy, receivership, or foreclosure
9 to the tenant within 30 days of the commencement of the case or
10 proceeding.

11 (b) If a trustee in bankruptcy, receiver, or foreclosing
12 mortgagee contends that rent should be paid by the tenant to
13 the trustee, receiver, or foreclosing mortgagee rather than to
14 the park owner, the trustee, receiver, or foreclosing mortgagee
15 shall provide written notice to the tenant with clear payment
16 instructions at least 15 days before any rent payment is due.

17 (765 ILCS 745/6.7 new)

18 Sec. 6.7. Department of Public Health violations.

19 (a) A park owner shall provide notice of:

20 (1) any violations that have been cited by the Illinois
21 Department of Public Health or by a local department of
22 public health and that have not been rectified within the
23 time period allotted by the citing authority; and

24 (2) any ongoing enforcement actions against the park.

25 (b) The notice required by this Section shall be posted in

1 the office of the custodian of the park and on the park's
2 Internet website if the park has an Internet website.

3 (765 ILCS 745/12) (from Ch. 80, par. 212)

4 Sec. 12. Lease prohibitions. No lease hereafter executed or
5 currently existing between a park owner and tenant in a mobile
6 home park in this State shall contain any provision:

7 (a) Permitting the park owner to charge a penalty fee for
8 late payment of rent without allowing a tenant a minimum of 5
9 days beyond the date the rent is due in which to remit such
10 payment;

11 (b) Permitting the park owner to charge an amount in excess
12 of one month's rent as a security deposit;

13 (c) Requiring the tenant to pay any fees not specified in
14 the lease;

15 (d) Permitting the park owner to transfer, or move, a
16 mobile home to a different lot, including a different lot in
17 the same mobile home park, during the term of the lease; ~~z~~

18 (e) Waiving the tenant's right to a trial by jury.

19 (Source: P.A. 85-607.)

20 (765 ILCS 745/18) (from Ch. 80, par. 218)

21 Sec. 18. Security deposit; Interest.

22 (a) If the lease requires the tenant to provide any deposit
23 with the park owner for the term of the lease, or any part
24 thereof, said deposit shall be considered a Security Deposit.

1 Security Deposits shall be returned in full to the tenant,
2 provided that the tenant has paid all rent due in full for the
3 term of the lease and has caused no actual damage to the
4 premises.

5 The park owner shall furnish the tenant, within 15 days
6 after termination or expiration of the lease, an itemized list
7 of the damages incurred upon the premises and the estimated
8 cost for the repair of each item. The tenant's failure to
9 object to the itemized list within 15 days shall constitute an
10 agreement upon the amount of damages specified therein. The
11 park owner's failure to furnish such itemized list of damages
12 shall constitute an agreement that no damages have been
13 incurred upon the premises and the entire security deposit
14 shall become immediately due and owing to the tenant.

15 The tenant's failure to furnish the park owner a forwarding
16 address shall excuse the park owner from furnishing the list
17 required by this Section.

18 (b) A park owner of any park regularly containing 25 or
19 more mobile homes shall pay interest to the tenant, on any
20 deposit held by the park owner, computed from the date of the
21 deposit at a rate equal to the interest paid by the largest
22 commercial bank, as measured by total assets, having its main
23 banking premises in this State on minimum deposit passbook
24 savings accounts as of December 31 of the preceding year on any
25 such deposit held by the park owner for more than 6 months.
26 However, in the event that any portion of the amount deposited

1 is utilized during the period for which it is deposited in
2 order to compensate the owner for non-payment of rent or to
3 make a good faith reimbursement to the owner for damage caused
4 by the tenant, the principal on which the interest accrues may
5 be recomputed to reflect the reduction for the period
6 commencing on the first day of the calendar month following the
7 reduction.

8 The park owner shall, within 30 days after the end of each
9 12-month period, pay to the tenant any interest owed under this
10 Section in cash, provided, however, that the amount owed may be
11 applied to rent due if the owner and tenant agree thereto.

12 A park owner who willfully fails or refuses to pay the
13 interest required by this Act shall, upon a finding by a
14 circuit court that he willfully failed or refused to pay, be
15 liable for an amount equal to the amount of the security
16 deposit, together with court costs and a reasonable attorney's
17 fee.

18 (c) A park owner shall hold in trust all security deposits
19 received from a tenant in a federally insured interest-bearing
20 account in a bank, savings and loan association, or other
21 financial institution located in this State. A security deposit
22 and the interest due thereon is the property of the tenant
23 until the deposit is returned to the tenant or used to
24 compensate the owner in accordance with this Section, shall not
25 be commingled with the assets of the owner, and shall not be
26 subject to the claims of any creditor of the owner or any party

1 claiming an interest in the deposit through the owner,
2 including a foreclosing mortgagee or trustee in bankruptcy.

3 (Source: P.A. 88-643, eff. 1-1-95.)

4 (765 ILCS 745/21) (from Ch. 80, par. 221)

5 Sec. 21. Remedies, Tenants. If the park owner fails to
6 substantially conform to the lease agreement or fails to
7 substantially comply with any code, statute, ordinance or
8 regulation governing the operation of a mobile home park or the
9 maintenance of the premises, the tenant may, on written notice
10 to the park owner, terminate the lease and vacate the premises
11 at any time during the first 30 days of occupancy. After the
12 expiration of said 30 days the tenant may terminate the lease
13 only if he has remained in possession in reliance upon the park
14 owner's written promise to correct all or any part of the
15 condition which would justify termination by the tenant under
16 this Section.

17 Any condition which deprives the tenant of substantial
18 benefit and enjoyment which the park owner shall fail to remedy
19 within 30 days after having received notice in writing of such
20 condition shall constitute grounds for the tenant to terminate
21 the lease and vacate the premises. No such notice shall be
22 required where the condition renders the mobile home
23 uninhabitable or poses an imminent threat to the health,
24 welfare and safety of any occupant.

25 If such condition was proximately caused by the willful or

1 negligent act or omission of the park owner, the tenant may
2 recover any damages sustained as a result of the condition
3 including, but not limited to, reasonable expenditures
4 necessary to obtain adequate substitute housing while the
5 mobile home is uninhabitable.

6 The tenant may sue to enforce all Sections of this Act and
7 the court may award damages or grant any injunctive or other
8 relief.

9 The court shall award reasonable attorney's fees and costs
10 to a prevailing tenant. The parties have the right to a trial
11 by jury on any claims seeking damages.

12 (Source: P.A. 81-1509.)".